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UNITED HEALTHCARE INSURANCE COMPANY
and UNITED BEHAVIORAL HEALTH

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

LD, DB, BW, RH, and CJ, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

UNITED HEALTHCARE INSURANCE
COMPANY, a Connecticut Corporation,
UNITED BEHAVIORAL HEALTH, a
California Corporation, and MULTIPLAN,
INC., a New York Corporation,

Defendants.

Case No. 4:20-cv-02254-YGR

**DECLARATION OF NON-PARTY DELTA
AIR LINES, INC. IN SUPPORT OF
OMNIBUS SEALING MOTION**

1 I, Janet Brunk, declare as follows:

2 1. I make this declaration in connection with the above-captioned litigation and the
3 omnibus sealing motion regarding Plaintiffs' Renewed Motion for Class Certification. I have
4 personal knowledge of the facts set forth in this Declaration, and, if called as a witness, could and
5 would testify competently to such facts under oath.

6 2. I am employed as Director of Global Benefits at Delta Air Lines, Inc. I have been
7 employed by Delta in this role since April 2, 2023; prior to that time, I was the General Manager,
8 Health and Welfare Plans, which position I held since 2019. In my current role, I am responsible for
9 the planning, operations and employee engagement for Delta's health benefits, which includes
10 responsibility for compliance and vendor management.

11 3. I understand that excerpts of the Administrative Services Agreement ("ASA") and
12 amendments between UnitedHealthcare ("UHC" or "United") and Delta Air Lines, Inc. were filed
13 with the Court in this case as Exhibit 50 to the Declaration of Jeff Schneewind in Support of
14 Defendants' Opposition to Plaintiffs' Renewed Motion for Class Certification (Dkt. 415-17)
15 ("Exhibit 50"). I have reviewed those excerpts and I am submitting this declaration to support
16 sealing of this ASA and amendments. Although the ASA was first entered into in 2001, it remains in
17 effect and commercially sensitive today. Moreover, although Exhibit 50 contains only excerpts of
18 the ASA, I am aware that the full version was signed by Delta and United, although those signature
19 pages are not contained within the excerpts filed with the Court.

20 4. Delta has been a United customer since 2001 and over the years, has carefully
21 negotiated its contracts with United to ensure it is providing the best benefits offerings possible to its
22 employees. Delta has also hired benefits consultants to advise on the customized terms and
23 conditions within the ASA. As explained in my previous declarations at Dkt. 305-5 and Dkt. 355-4,
24 Delta keeps the ASA and its amendments confidential. Delta does not share the ASA outside of its
25 business relationship with United. Delta also takes steps to protect the ASA and amendments from
26 third-party disclosure. This is because Delta views the ASA and amendments as its confidential and
27 proprietary business information. Therefore, public disclosure of Delta's confidential business
28

1 information in the ASAs would cause Delta competitive harm, regardless of when the ASA was
2 originally executed. The paragraphs that follow detail specific examples of the competitive harm that
3 Delta would suffer if the ASA and amendments were publicly disclosed.

4 5. Delta competes with other companies to hire employees based on its health coverage
5 and other benefits. If the ASA's confidential terms were publicly disclosed, it would allow Delta's
6 competitors to gain valuable insights into Delta's confidential benefits program strategies, which in
7 turn could have a negative impact on Delta's efforts to recruit and retain employees. For example,
8 Delta's competitors could uncover information about Delta's benefits offerings that it would not
9 otherwise have access to and use that information to compete with Delta's offerings in an effort to
10 recruit employees.

11 6. Public disclosure of Delta's ASA and amendments would also harm Delta's efforts to
12 competitively bid and contract with claims administrators. For example, public disclosure of Delta's
13 ASAs would allow UHC's competitors to gain an unfair insight into what UHC has agreed to provide
14 and its compensation terms for these services. Specifically, Delta's ASA and amendments contain
15 sensitive information about UHC's monthly administrative services and charges, optional additional
16 services and charges, and UHC's performance standards and Delta's evaluation of those standards.
17 Showing these terms to UHC's competitors, through a public filing, would allow these competitors to
18 tailor their bids in ways that undermine this process.

19 7. Public disclosure of the ASA and amendments would also cause competitive harm to
20 Delta by revealing Delta's sensitive financial information and business arrangements. What Delta
21 pays UHC for its plan administration services, including the component parts of those administration
22 services, and the other terms of condition of this relationship, are significant from a financial
23 perspective and therefore significant to Delta's overall business. Moreover, even if the underlying
24 fees or payment amounts change, the component parts that describe the contracted-for services often
25 do not change from year to year.

26 8. For the reasons mentioned above, the ASA and amendment excerpted in Exhibit 50
27 contain competitively sensitive, proprietary information that would harm Delta if publicly disclosed,
28 regardless of the ASA's or amendment's age.

1 I declare under penalty of perjury that the foregoing is true and correct.
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Janet Brunk

ATTESTATION PURSUANT TO CIVIL LOCAL RULE 5-1

Pursuant to Civil Local Rule 5-1(i)(3) of the Northern District of California, I attest that concurrence in the filing of the document has been obtained from each of the other signatories to this document.

DATED: June 24, 2024

GIBSON, DUNN & CRUTCHER LLP

By: /s/ Geoffrey Sigler
Geoffrey Sigler